

January 17, 1973

Secretary of the Interstate
Commerce Commission
Washington, D. C. 20423

6235-B
RECORDATION NO. _____ Filed & Recorded

JAN 23 1973 -2 40 PM

Dear Sir:

INTERSTATE COMMERCE COMMISSION

North American Car Corporation encloses for recording under Section 20(c) of the Interstate Commerce Act three executed counterparts of a Supplemental Indenture of cars, dated November 16, 1972, between said North American Car Corporation and Harris Trust and Savings Bank, Trustee. There is also enclosed check to the order of the Interstate Commerce Commission in the amount of \$10.00 to cover the prescribed fee.

This Supplemental Indenture is supplemental to an Indenture of Mortgage and Deed of Trust dated as of July 1, 1971, between said parties which was recorded under Section 20(c) of the Interstate Commerce Act at 1:35 P.M. on July 13, 1971 under Recordation Number 6235.

The following information is given responsive to your requirements:

(a) The names and addresses of:

The Trustee and Lessor:

Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60690

The Mortgagor and Lessee:

North American Car Corporation
77 South Wacker Drive
Chicago, Illinois 60606

The Guarantor:

North American Car (Canada) Limited
77 South Wacker Drive
Chicago, Illinois 60606

(b) A general description of the equipment covered by the Supplemental Indenture is given therein.

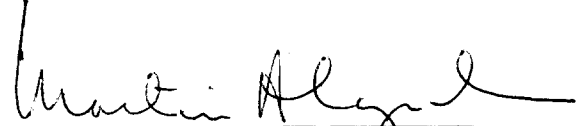
The cars are marked: "This Car is Mortgaged to a Trustee Under an Indenture of Mortgage and Deed of Trust Recorded Under Section 20(c) of The Interstate Commerce Act."

(c) The name and address of the person to whom the original of the supplemental indenture is to be returned:

Herbert W. Meierdirks
77 South Wacker Drive
Chicago, Illinois 60606

(d) The undersigned, Martin A. Lynch, is a Vice President of North American Car Corporation, one of the parties to the transaction, and has knowledge of the facts.

Yours very truly,

A handwritten signature in cursive script, appearing to read "Martin A. Lynch", written over a horizontal line.

Martin A. Lynch, Vice President
North American Car Corporation

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INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL INDENTURE

THIS FIRST SUPPLEMENTAL INDENTURE OF MORTGAGE AND DEED OF TRUST dated this 16th day of November, 1972, by and between NORTH AMERICAN CAR CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), party of the first part, NORTH AMERICAN CAR (CANADA) LIMITED, a corporation duly organized and existing under and by virtue of the laws of the Province of Ontario, Canada (hereinafter called the "Guarantor"), party of the second part, and HARRIS TRUST AND SAVINGS BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois (hereinafter referred to as the "Trustee"), party of the third part,

w i t n e s s e t h:

WHEREAS, the parties have heretofore on the 1st day of July, 1971, executed a certain Indenture of Mortgage and Deed of Trust (hereinafter called "Indenture"); and

WHEREAS, Article VII, Section 7.01 of the Indenture provides inter alia that whenever Mortgaged Equipment shall become worn out, unsuitable for use, lost or destroyed, the Company shall Mortgage to the Trustee under the Indenture other Equipment having a fair value not less than the fair value of the Mortgaged Equipment so worn out, unsuitable for use, lost or destroyed; and

WHEREAS, the following described railroad cars constituting a part of the Mortgaged Equipment, have become worn out, unsuitable for use or lost or destroyed:

<u>Number of Cars</u>	<u>Serial Nos. & Description of Cars</u>	<u>Fair Value</u>
1	NATX 16247, Class 111A100W1, 100-ton, 16,000 gallon capacity tank car	\$18,500.00
1	NATX 23702, Class 111A100W1, 100-ton, 20,000 gallon capacity tank car	\$16,400.00

WHEREAS, Article VII, Section 7.02 of the Indenture provides for a supplemental indenture to be entered into pursuant to Article XII of the Indenture, warranting that the title to the equipment so to be substituted for the equipment so worn out, unsuitable for use, lost or destroyed is free from all liens, claims and encumbrances other than permitted liens, and subjecting such Equipment to the lien of the Indenture; and

WHEREAS, Article XII, Section 12.01 of the Indenture provides that the Company and the Guarantor when authorized by resolution of their respective Boards of Directors and the Trustee, from time to time and at any time, may, without the consent of Bondholders, enter into an indenture or indentures supplemental to the Indenture to grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, transfer, deliver and set over to the Trustee, and subject to the lien of the Indenture, property or properties of the Company or the Guarantor, subject to the conditions and restrictions contained in the Indenture, and that such supplemental indentures shall form a part of the Indenture.

NOW, THEREFORE, in consideration of the sum of \$1.00 duly paid to the Company and the Guarantor, respectively, by the Trustee at or before the ensealing and delivery hereof and for other valuable consideration, the receipt whereof is hereby acknowledged, the Company and Guarantor have executed and delivered this Supplemental Indenture; the Company has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, warranted, assigned, ceded, charged, mortgaged, pledged, hypothecated, transferred, delivered and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, hypothecate, transfer, deliver and set over unto the Trustee as in the Indenture provided, and to its successors in trust and its assigns forever, and has granted and does hereby grant to the Trustee, such successors and assigns a security interest in all the right, title and interest of the Company in and to any and all of the following described railroad cars:

<u>Number of Cars</u>	<u>Serial Nos. & Description of Cars</u>	<u>Fair Value</u>
1	NAHX 99625, Class L0, 4,000 cubic foot capacity P.D. covered hopper car	\$28,000.00
1	NATX 8100, Class 103W, 50-ton, 8,000 gallon capacity tank car	\$5,500.00
1	NAHX 30499, Class L0, 70-ton, 2,003 cubic foot covered hopper car	\$2,200.00

subject, however, to the rights of lessees and purchase optionees under the leases and subleases listed in Schedule I annexed to the Indenture and to permitted liens as in said Indenture provided, to have and to hold all and singular, the above property whether now owned or hereafter acquired, unto the Trustee, and its successors in trust, and its assigns forever, for the purposes and upon the uses and trusts, and subject to all the conditions and restrictions herein and in the Indenture contained.

The Company hereby warrants that title to the Equipment is free from all liens, claims and encumbrances, other than leases, purchase options, and permitted liens referred to in the Indenture.

From and after (but only from and after) the execution of this First Supplemental Indenture the Indenture shall be deemed to be modified as herein provided, and thereafter the Indenture shall be read in connection with the First Supplemental Indenture with the same force and effect as if the alterations and modifications set forth in the First Supplemental Indenture had been a part of the Indenture at the time of the execution and delivery of the Indenture.

IN WITNESS WHEREOF, the Company, the Guarantor and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective

corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By Martin Algel

ATTEST:

Kenneth J. Petrone

NORTH AMERICAN CAR (CANADA) LIMITED

By James B. Gifford

ATTEST:

Kenneth J. Petrone

HARRIS TRUST AND SAVINGS BANK

By J. Hyman

VICE PRESIDENT

ATTEST:

P. Mason
ASSISTANT SECRETARY